IN THE HIGH COURT OF JUDICATURE AT BOMBAY

ORDINARY ORIGINAL CIVIL JURISDICTION

SUMMONS FOR JUDGMENT NO. 276 OF 2005

IN

SUM. SUIT NO. 3410 OF 2004

Reuters India Pvt. Ltd., ... Plaintiffs.

vs.

Coimbatore Capital

(P) Ltd., ... Defendants.

Vandana Gute i/by Dholkia Gupte & Co.

for plaintiffs.

Mr. M.S. Bhandari a/w N.M. Shah

for defendants.

CORAM : S.U. KAMDAR, J.

DATED : 25TH OCTOBER, 2005.

P.C.

. The present suit is filed in respect of the services rendered by the plaintiff towards the internet services to the defendant. The contract which has been entered into is at Exhibit A and is in respect of two installations one at Koimbatore Capital Market Services Pvt. Ltd,. located at K.G. House, 86 Govt. Arts College Road, Coimbatore - 41

018 and another in respect of Coimbatore Capital Market Services Pvt. Ltd, Plot No. 62, K.K. Nagar, Madurai - 625020. The defendant has terminated by a letter dated 28.8.2001 services of Plot No. 62, K.K. Nagar, Madurai 625020 and another services at Trichy Road, Coimbatore 641 005. However, in respect of Coimbatore Capital Market Services Pvt. Ltd., at K.G. House, 86 Govt. Arts College Road, Coimbatore 641 018 the defendant has not terminated the services. The plaintiffs have raised invoices for the period 1.10.2001 to 2.7.2002. It is the case of the plaintiff that they have terminated the contract on 1.1.2002. The learned counsel for the defendant raised two defences. Firstly it has been contended that the part of the claim is barred by law of limitation. In so far as the invoice dated 1.1.2001 is concerned, the suit having been filed on 5.11.2004, that part of the claim is prima facie barred by law of limitation. In respect of other claim, I do not find any defence pertaining to the limitation. The learned counsel for the defendant has thereafter contended that these invoices are in respect of Coimbatore installation which has been terminated by the defendants. I have perused the invoices which are produced by the plaintiff. Each of the invoices is in respect of K.G. House, 86 Govt. Arts College Road, Coimbatore which contract has not been terminated by the defendants. The contract

terminated is in respect of installation at Trichy Road, Coimbatore. In that view of the matter, I do not find any merit in so far as the said defence is concerned. The learned counsel for the defendant has thereafter contended that a sum of Rs. 1,20,000/- is lying as deposit with the plaintiff and the credit should be given in respect thereof. However, taking into consideration the overall picture in the matter, I am of the opinion that defendant can be granted leave to defend subject to the defendant depositing a sum of Rs. 2 lacs within a period of four weeks failing which the plaintiff will be entitled to decree. In so far as the claim of liquidated damages is concerned, the plaintiff states that they are giving up the claim for damages. On failure to deposit, there shall be a decree as against the defendants excluding the claim of liquidated damages. The summons for judgment is disposed of accordingly. The amount if so deposited, the Prothonotary and Senior Master is directed to deposit the same in a fixed deposit with any nationalised bank initially for a period of one year and renew the same from time to time till further orders from this Court.

2. Suit transferred to the list of Commercial Causes. Written Statement or points of defence to be filed four weeks from the date of deposit. Affidavits list of documents to be filed within four

weeks thereafter. Inspection within four weeks thereafter. Suit to be on Board of the learned Judge taking Commercial Causes.